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AGREEMENT

between

ASC/CCIA BUILDING CONTRACTORS LABOR DIVISION

OF CONNECTICUT, INC.

and

MASON CONTRACTORS ASSOCIATION OF CONNECTICUT

and

LOCAL 1, CONNECTICUT

of the

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO

BUILDING

April 1, 2006 through March 31, 2012

52 pages

## BUILDING TABLE OF CONTENTS

<u>Article</u>		<u>PAGE</u>
I	OBJECT .....	1
II	TERRITORIAL JURISDICTION .....	1
III	EQUAL EMPLOYMENT OPPORTUNITY .....	1
IV	UNION MEMBERSHIP .....	2
V	WAGES, HOURS, WORKING CONDITIONS AND HOLIDAYS .....	3
VI	HEALTH AND SAFETY STANDARDS .....	8
VII	PRESIDENT AND FIELD REPRESENTATIVES .....	10
VIII	FOREMAN .....	10
IX	STEWARDS .....	10
X	JURISDICTIONAL CLAIMS .....	11
XI	WORK RULES .....	19
XII	INTERNATIONAL MASONRY INSTITUTE TRUST AND IMI APPRENTICESHIP TRUST .....	22
XIII	INSURANCE .....	23
XIV	STATE AND FEDERAL LAWS .....	23
XV	WORK STOPPAGES .....	23
XVI	GRIEVANCE AND ARBITRATION PROCEDURE .....	23
XVII	FRINGE BENEFIT FUNDS .....	25
XVIII	DUES CHECK-OFF .....	29
XIX	BUILDING & CONSTRUCTION ADVANCEMENT PROGRAM .....	30
XX	MANAGEMENT PREROGATIVES .....	31
XXI	SEVERABILITY .....	31
XXII	TERM OF AGREEMENT .....	32
	SCHEDULE A .....	33

BUILDING TABLE OF CONTENTS, continued

SCHEDULE B .....	36
APPENDIX A .....	37
AGC /CCIA BUILDING CONTRACTORS LABOR DIV OF CT .....	38
MASON CONTRACTORS ASSOCIATION OF CT .....	39
INDEX .....	40
LETTER AGREEMENT .....	A1
LETTER OF UNDERSTANDING .....	A2
AAC INSTALLER AGREEMENT .....	A3
LMCT AGREEMENT .....	A5

## Agreement

This Agreement is made and entered into on this 30th day of August 2006, by and among the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC., and the MASON CONTRACTORS ASSOCIATION OF CONNECTICUT, their successors or assigns, hereinafter referred to as the "Association", acting for and in behalf of those firms it is authorized and agrees to represent, each hereinafter referred to as the "Employer", and LOCAL ONE, CONNECTICUT, THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO, acting for and on behalf of all the Chapters listed on Schedule B hereto, hereinafter referred to as the "Union".

### ARTICLE I OBJECT

The Employer acknowledges that the Union has demonstrated that it represents a majority of its employees in the bargaining unit described herein by providing or offering to provide executed union authorization cards. Therefore, the Employer recognizes the Union as the exclusive bargaining representative of its employees in accordance with Section 9(a) of the National Labor Relations Act.

In order to carry out the bilateral spirit of this Agreement, in the event the Union grants more favorable terms to others or any signatory party to this Agreement, the Union will extend these more favorable terms to all the parties to this Agreement.

The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement. All charges of violation of this paragraph shall be considered as a dispute and shall be processed in accordance with the provisions

of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

### ARTICLE II TERRITORIAL JURISDICTION

This Agreement shall apply to all work performed in covered employment within the state of Connecticut.

The following are the geographical jurisdictions of each Local Union.

#### ZONE - A

All of Connecticut other than towns listed in Zone B.

#### ZONE - B

Norwalk, Westport, Weston, Wilton, Ridgefield, New Canaan, Stamford, Redding, Darien and Greenwich.

### ARTICLE III EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination in the referral, hiring, placement, classification,

upgrading, layoff or termination of employment of any individual by reason of age, race, creed, color, sex, national origin, disability or reasonable accommodation to a disability under the Americans with Disabilities Act or membership or non-membership in the Union. The Union agrees to support and actively participate in affirmative action programs to promote equal employment opportunity in the construction industry. The Employer may decline to arbitrate grievances dealing with the above matters, unless the parties and the employee(s) enter into an agreement which provides (1) that the Employer shall not discriminate, (2) that statutory issues are covered by this Agreement and will be arbitrated, and (3) that employee(s) are waiving their right to go to an administrative agency or court and further, this agreement results in the arbitration hearing being final and binding.

#### **ARTICLE IV** **UNION MEMBERSHIP**

Section 1. All employees who are members of the Union at the time of the signing of this Agreement shall continue membership in the Union. All other employees must become members of the Union on or after the eighth (8) day following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in the Union as a condition of employment to the extent of tendering the periodic dues and the initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership therein.

Section 2. Contractors whose main place of business is located outside the state of Connecticut must maintain a ratio of three

Local 1, Connecticut BAC Members to one BAC member from outside the state of Connecticut throughout the duration of the project. The Employer reserves the right to select the applicant to be hired and there shall be no discrimination in hiring by reason of membership or non-membership in the Union. The employer may hire employees from any source available.

For purposes of lay off for lack of work only, the Employees shall be laid off according to the following groups, with Group IV being laid off first, Group III being laid off second, Group II being laid off third, and Group I being laid off last.

Section 3. "All journeyworkers shall possess the required OSHA 10-Hour certification. In addition, all journeyworkers shall possess the necessary certifications, skills and training to perform the specific work required on a project and shall engage in 16 hours of annual continuing education, upgrade training or related training from the International Masonry Institute or other approved program. Continuing education requirements will commence January 1, 2007 and all hours obtained in 2006 will be credited to 2007."

GROUP I. All applicants for employment as a journeyman who have four (4) or more years experience in the trade, who are residents of the geographical area constituting the normal construction labor market, who have been certified as a Journeyman by any Joint Apprenticeship and Training Committee and who have been employed for a period of at least one (1) year in the last four (4) years under a collective bargaining agreement between the parties to this Agreement.

GROUP II. All applicants for the employment who have to (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have been certified as a Journeyman by any Joint Apprenticeship and Training Committee, and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties to this Agreement.

GROUP III. All applicants for employment who have four (4) or more years experience in the trade and who have been certified as a Journeyman by any Joint Apprenticeship and Training Committee affiliated with the International Union of Bricklayers and Allied Craftworkers.

GROUP IV. All applicants for employment who have worked at the trade for more than one (1) year.

#### **ARTICLE V** **WAGES, HOURS, WORKING** **CONDITIONS, AND HOLIDAYS**

Section 1. Employees covered under this Agreement shall receive the following regular straight time hourly rate of pay for all time worked during the regular work day on and after the effective dates indicated:

\*Zone A and \*Zone B

<u>Effective Date</u>	<u>Hourly Rate</u>
3/31/02-10/5/02	\$25.00

\*For exterior Pointing, Caulking and Cleaning, effective October 1, 1999, if going over ten (10) floors, a \$1.00 per hour

premium shall be paid for work at the tenth floor and above.

Cement Masons will receive one and one-half times fringe benefit contributions for the annuity, pension and health funds for all hours worked over eight (8) hours worked per day.

Section 2. The Union shall have the option to divert monies from wages to any of the fringe benefits funds to which contributions are required by this Agreement, upon thirty (30) days' prior written notice to the Associations signatory hereto. Monies can be diverted back to wages from the Pension, Health and Welfare and Annuity funds or reallocated among these funds, subject to the approval of the Trustees of any affected fund and the agreement in writing of the parties to this Agreement. If there is a required increase in the hourly rate of contributions to the Health Fund during the term of the Agreement, the increase shall be taken out of the wage rate and the Association shall be given 60 days' prior notice in writing.

Section 3. There shall be only one (1) hourly rate of wages paid to journeymen bricklayers and masons on the same job. Bricklayers or masons, other than foremen covered under this Agreement, shall not be required to check units or measure or count any amount of work performed during the day or any day of the work week.

Section 4. The regular work week shall consist of five eight (8) hour days, Mondays through Fridays, for a total of forty (40) hours. There shall be a one-half (1/2) hour unpaid lunch period between 12:00 noon and 12:30 p.m. If unusual circumstances warrant, as shall be determined by the Employer, the one-half (1/2) hour lunch

period shall be allowed anytime between the hours of 11:30 a.m. and 1:30 p.m.

Section 4(a). Morning Break – A coffee refreshment break not to exceed fifteen (15) minutes shall be allowed every morning, with the understanding that one member shall be allowed to get the refreshments and the other employees shall not leave their assigned work station. If the workday exceeds ten (10) hours, an additional ten (10) minute break will be given.

Section 5. The regular starting time shall be 8:00 a.m. or such other time as established by the Employer between 6 a.m. and 9 a.m. Any employee who is transferred to another job because of weather shall not displace any employee working on that job to which he is transferred.

When a job is unable to start before 10 a.m., no work is to be performed that day, unless the foreman shall specify a definite starting time. Employees ordered to stay on the job shall be paid from 10 a.m. This provision is based on a 8:00 a.m. to 4:30 p.m. workday. In the event the working hours become 7:00 to 3:30 p.m., substitute "9:00 a.m." for "10:00 a.m." in the preceding two sentences.

Section 5(a). If the Employer determines there is insufficient work for the entire crew due to inclement weather or other conditions beyond the control of the Employer, the Employer will attempt to equitably assign such work to available and qualified employees on a rotation basis whenever such partial work opportunities occur. The job steward, designated by the Union, the saw man, one (1) apprentice, and the set-up/layout man as designated by the Employer shall be exempt from the work assignment provisions of this section.

Section 6. Overtime - Employees shall be paid the overtime rate of one and one half times the regular straight time hourly rate of pay for all time worked in excess of eight hours per day and forty hours per week and all hours on Saturday unless as otherwise provided in this Agreement. Employees shall be paid the overtime rate of two times the regular straight time hourly rate of pay for all time worked on Sundays and holidays. There shall be no pyramiding of overtime.

Section 7. On projects subject to limitations or restrictions by government agencies, railroads, utilities and private owners as to when work may be performed, the Employer may schedule work in accordance with these limitations or restrictions and all work will be paid for solely at the regular straight time rate of pay, regardless of the time of the day or the day of the week that the work is performed, except that time and one-half the regular rate of pay will be paid for all hours of work over forty (40) in a week.

Section 8. Saturday Make-Up Day. On any given project, Saturday may be worked at the straight time rate of pay if work is not performed on a day during that week because of inclement weather or other conditions beyond the control of the Employer, provided that an employee may not be discriminated against for not working on such a Saturday and that work on Saturday is scheduled for eight (8) hours. This provision will be limited to fifteen (15) Saturdays per Employer per year. After the fifteenth make-up Saturday, the Employer will have the option of either working seven (7) hours paying eight (8) hours or working eight (8) hours paying nine (9) hours. The Employer will notify the Union and the steward if it is working a Saturday make-up day. Failure to notify the Union will result

in overtime rates having to be paid for work performed on any such Saturday.

Section 9. The Employer shall establish one day each week, Monday through Thursday, as the regular pay day for its employees. If a regular pay day falls on a holiday, recognized in Section 5 hereof, employees shall be paid before quitting time on the regular work day immediately preceding the holiday, where practical.

The Employer shall pay employees by cash, check, or by direct deposit with a stub upon agreement by the Employer and the employee and shall accompany each payment with an itemized written statement setting forth the payroll period, the gross pay for said period, the hours worked, and an itemized list of deductions from the employee's gross pay. Failure of the Employer's bank to honor payroll checks because of insufficient funds may cause the Union to require the Employer to pay in cash on each regular pay day.

Section 10. Holidays - Recognized holidays, without pay, shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Under no circumstances shall work be scheduled for Labor Day, except in cases of extreme emergency involving life or property. In the event any of the above holidays fall on a Sunday, it will be observed on the following Monday. Employees shall receive four hours pay for the Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked on that day, in addition to their holiday pay.

Section 11. Any new applicant for employment requested to report to work by an Employer, or his designated representative, who reports to work and brings his tools on the job on the day requested by the Employer, and who is not put to work, shall receive two (2) hours' pay provided the applicant for employment is not prevented from working by conditions caused by adverse weather or other conditions beyond the control of the Employer, in which event, the applicant for employment shall be signed in and put to work on the next day when there is work available, weather or other conditions permitting.

Any employee or employees who commence working and are held up because of weather conditions during the first hour of work shall receive nothing less than one (1) hour of pay unless they voluntarily leave the job. If any employee is held up after the first hour of work has been completed, such employee shall receive his pay to the nearest hour following the cessation of work.

Section 12. An employee who has worked for at least two hours and subsequently laid off for lack of work during the regular working hours shall be paid for 8 hours, but shall not receive pay for that day beyond the hours already worked if the job is stopped by a governing authority or for unsafe conditions or for a breakdown in the equipment or other conditions beyond the control of the Employer.

Section 13. Employees shall be paid for lost time due to the erection or stocking of scaffolds or waiting for materials that are already on the job, except in the event of a breakdown in equipment or other conditions beyond the control of the Employer or if the



job is stopped by a governing authority or for unsafe conditions.

Section 14. Employees shall receive regular pay when being transferred from one job to another during regular working hours.

Section 15. There shall be only one scale of journeymen wages per Employer on one job and the highest scale shall prevail. When the Employer violates this agreement concerning the scale of wages by paying a higher rate of pay, he shall be obliged to pay the higher rate of pay to all bricklayers and masons employed on the job. The higher wage rate shall continue in effect until the completion of the job and in no event shall a rate of wage so established be reduced on that job.

Section 16. Should the Employer willfully work his employees beyond the established quitting time, the employees working on the job shall be paid to the next nearest one-half hour at the overtime rate.

Section 17. Wages shall be paid any time between 6:00 a.m. and the established quitting time on the job. No more than five (5) days pay shall be kept back on pay by any Employer after the close of its payroll week. There shall be no Friday pay day. In case of inclement weather on pay day, the pay shall be on the job by 10:30 a.m., where practical.

Section 18. Any employee not receiving his money on the specified pay day shall receive waiting time at the regular rate of wages until paid. All employees entitled to receive waiting time and requesting it and not receiving it, shall report to a Field Representative of Local 1, Connecticut for settlement. No more than two (2) days' waiting time will be demanded or required

on any job, unless the job is placed in the hands of a bonding company or receiver, for completion.

If an Employer is unable to deliver employee paychecks on the scheduled pay day due to problems resulting from a payroll service or a company payroll connected computer malfunction, the Employer shall be given a one (1) day grace period to deliver the payroll checks provided proof of such problem is provided to the Union. Such one (1) day grace periods shall be limited to four (4) occurrences per employer per year.

Section 19. No employee shall be laid off before the established starting time unless he received notice of the layoff prior to reporting to work or was absent at the end of the preceding normal work day when work was available.

Section 20. The Employer shall see that a suitable shed or locker is available for the use of employees covered by this Agreement.

Section 21. In case of layoff of an employee, the employee will be paid whatever wages are due him. In the case of a layoff, the employee will be notified at least one-half hour before quitting time, during which time the employee shall pick up his tools and be paid whatever wages are due him. The Employer shall give the employee an unemployment compensation slip at the time of layoff or discharge.

Section 22. Any employee who willfully quits work or who is discharged for intoxication or other cause shall not be entitled to any of the layoff or discharge pay benefits provided for in this Article V.

Section 23. There shall be no lost time on the day of injury for any employee injured

on the job and obliged to receive immediate medical attention or treatment.

Section 24. All employees who work on jobs where they are exposed to extreme man-made temperatures, uncleanness, dust, mastics or in the laying of fire brick or acid brick or any other material that may be injurious to the health, shall be given ten (10) minutes to wash up before 12 noon and fifteen (15) minutes to wash and adjust proper clothing before quitting time. Any member who is operating a saw shall receive 15 minutes before quitting time to clean his station. No employee shall leave the premises before the established quitting time.

Section 25. Shift Provision - Shift work may be permitted under the following conditions:

(a) Where a job has more than one (1) eight (8) hour shift in any one (1) twenty-four (24) hour period, bricklayers shall be permitted to work more than one (1) shift in any one (1) work day provided they receive the applicable premium pay.

(b) All employees on the second shift work will receive eight (8) hours pay for seven and one-half hours worked. All employees on the third shift shall receive eight (8) hours pay for seven hours worked. There shall be a one-half hour unpaid lunch period at the midpoint of the second and the third shifts. For coffee breaks refer to Article V, Section 4(a)."

(c) Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the overtime rate.

(d) No Shift work will be permitted for less than three (3) consecutive regular work days.

(e) Shift conditions and wages shall apply to alteration work in occupied areas without the requirement that work be performed during the regular work day, provided a written shift permit is issued by the Union.

(f) When an Employer wishes to work bricklayers for the second or third shift periods, he shall notify the Union in writing within twenty-four (24) hours prior to the shift so that proper arrangements shall be made.

Section 26. Carry Over Provision The parties will maintain the wage and benefit rates in effect on March 31, 2006 until October 1, 2006, notwithstanding the contract expiration date or any other provision of this Agreement.

Section 27. In order to maintain an accurate wage rate, each Employer agrees to supply the Union, upon request, with all the necessary pertinent information required for the completion of the United States Department of Labor Form WD10.

Section 28. When a job works overtime, preference shall be given to employees on that job. In the event additional craft workers are needed, they shall come from any other job with the company.

Section 29. In the event of inclement weather, employee(s) shall be paid wages for the first one (1) hour and each subsequent hour provided that the employee reports to work at the start of the shift and is required by the employer to stay at the job site.

Section 30. Where free parking is unavailable within a half mile of the job site, the Employer shall furnish or provide transportation to or near the work site by

motor vehicle, carpools or otherwise, or, if the Employer is unable or unwilling to do so, will pay up to \$2.50 per day for the cost of parking to employees, who pay for such parking, provided the employee submits such receipt for parking. If the employee refuses the Employer's offer to furnish transportation as provided herein, the employee shall not be entitled to reimbursement for the cost of the parking.

## **ARTICLE VI** **HEALTH AND SAFETY STANDARDS**

Section 1. Any employee who willfully violates any safety regulation of the Employer or of a governmental agency shall be subject to discharge without recourse.

Section 2. Employees shall abide by all safety regulations promulgated by the Employer. Employees shall report to the Employer every injury incurred in the course of employment on the day such injury occurs, on a form provided by the Employer, if it is physically possible for the employee to do so. Employees will be provided a copy of the initial report of injury.

Section 3. Any masonry unit of concrete, cinder or like materials weighing 40 pounds or more shall be set by two masons. Upon request, the responsibility of verifying the weight shall be that of the Employer.

Section 4. All walls built of the above designated weight shall only be raised seven (7) courses.

Section 5. All employees covered by this Agreement shall be fully protected from overhead work.

Section 6. Excessive dust, carborundum or other wheel or so-called saws for the use of cutting any brick, or block, shall have a blower or wet wheel to remove from the atmosphere any dust created by such process or the employee shall be provided with an OSHA approved mask. The Employer shall furnish all necessary tools for this operation, also glasses, ear protection, gloves, considered necessary for the health of the Operator. All table type masonry saws must use a blower or exhaust fan to disperse excess silica away from the operator. Dry cutting should be used only as a last resort if no reasonable alternative exists, except for restoration work, demolition, beam pockets, stonework, etc. If cutting dry, it should be done outside of buildings or places where workers could be exposed to air borne silica.

Section 7. When using machines in the performance of work, the machine shall be properly guarded to prevent possible injury, all safety devices to be supplied by the contractor and no safety devices to be removed from such machines.

Section 8. No employee shall be required to work where he is subject to excessive dust or grit caused by masonry cutters or grinders. This does not pertain to the operator who shall be adequately protected.

Section 9. The Employer shall provide a place to operate the masonry saw which is protected from weather conditions (including providing heat when necessary) wherever possible and shall provide the BAC member operator with necessary safety equipment.

Section 10. Foot scaffolds shall not be permitted with the exception of topping of finished walls.

Section 11. Scaffolding used for washing down shall be no less than three (3) ten inch planks in width.

Section 12. Any safety or protective clothing and/or equipment furnished to employees by the Employer shall remain the property of the employer and shall be returned in good condition to the Employer when no longer in use on the project. Each employee, if required by the Employer, shall sign a receipt for said clothing and/or equipment at the time he receives it, and he shall be held responsible for the cost of replacement of any such clothing and/or equipment which is not returned in reasonably good condition, considering normal wear and tear, to the Employer.

Section 13. Drug Testing. In an effort to enhance the safety of the workplace, testing of employees and applicants for drug, alcohol or other substance impairment may be required by the owner or employer. The testing program shall be in compliance with all state laws. The cost of such program shall be borne by the Employer. When testing is required by the Employer Employees shall be paid for the time necessary to take the test provided that the results of the employee's test are negative. No time shall be paid to an employee whose test results are positive.

Nothing herein shall be construed to impose any obligation, duty or responsibility upon the Union or its duly authorized representatives to test employees for drugs, alcohol or illegal substances.

The Employer shall indemnify and hold harmless the Union, its officers, agents, employees and representatives from and against any and all loss, suits, actions or claims of any character by any employee or

group of employees covered under this Agreement arising from the drug, alcohol or substance impairment testing practices set forth in this Article, except that the Employer shall not be held responsible in any manner for loss, suits, actions or claims of any character in the event the Union knowingly refers employees to the Employer, who are under the influence of drugs, alcohol or other illegal substances.

"Knowingly" as used herein shall not mean inferred knowledge, but shall rather mean that the referring agent or representative of the union actually knew that the employee in question was under the influence of drugs, alcohol or other illegal substances at the time of the subject referral.

Section 14. When using pump up, or commonly called "tower scaffolding", there must be at least sixteen (16) to twenty-four (24) inches of wall above the foot plank at all times, where practicable, whether the masons are tied off or not.

Section 15. The parties agree that a Committee with equal number of Union and Association members will be established to examine the issue of respiratory airborne dust.

Section 16. The Employer shall provide a chain hoist or similar device for use on any masonry units weighing over two (200) hundred pounds.

Section 17. Masons shall not be required to work through braces on staging.

Section 18. Employees shall not be required to use grinders weighing over twenty (20) pounds on vertical walls.

**ARTICLE VII**  
**PRESIDENT AND FIELD**  
**REPRESENTATIVES**

Section 1. The Director and/or Field Representatives may visit any building under construction. If the President and/or Field Representatives are barred from any job by the Employer while in the performance or their duties, the Union shall have the right not to permit its members to work on the job.

If there is a location designated by the general contractor or construction manager for visitors to sign in on the project, the President and/or Field Representatives must sign in prior to entering any work area.

Section 2 The President or Field Representative may inspect any working member's pay stub or envelope during the job.

**ARTICLE VIII**  
**FOREMEN**

Section 1. When four (4) or more bricklayers or masons are hired on a job, one (1) shall be designated as the foreman.

Section 2. The foreman shall be paid a minimum of \$2.00 per hour above the journeymen's rate and shall be guaranteed forty (40) hours of work or pay per week. In addition, the guaranteed forty-hour requirement shall not apply when the job starts or finishes midweek, in those instances the foreman shall receive pay for actual hours worked. Further, the guarantee shall not apply when the employee makes himself unavailable for work.

Should an Employer elect to employ a deputy foreman on a job, such deputy

foreman shall receive a premium of \$1.00 per hour above the journeyman rate.

Section 3. Foremen have the authority to hire, discharge and exercise supervisory functions and are recognized as the representatives of management. Foremen shall be practical mechanics in the branch of the trade over which they exercise supervision and members of the International Union of Bricklayers and Allied Craftworkers.

Section 4. Foremen shall be allowed to work with the tools of the trade.

**ARTICLE IX**  
**STEWARDS**

Section 1. The first member to start to work on any job shall act as shop steward until he or another member is duly appointed by the Union from among the Employer's employees working on the particular job or a steward is furnished by the President or the Field Representative. There shall be no non-working stewards.

Section 2. Any employee appointed by the Union to serve as steward must be able to speak and read the English language and he must be competent to perform the work available in the branch of the trade to which he is assigned. His authority, however, is recognized as subordinate to that of the Field Representative.

Section 3. The steward shall be allowed a reasonable amount of time during normal working hours without loss of pay to perform the following duties of steward:

(a) the steward shall be permitted to call the Field Representative to report complaints;

(b) examine the dues books of employees on the job;

(c) see that the Employer supplies a suitable tool house heated in cold weather from October 1 to April 1, where employees may eat meals in comfort. It shall be separate from any material shed and shall be provided with a lock, with a key in the steward's possession;

(d) Either the foreman or the steward may open the aforesaid shed before starting and stopping of work;

(e) see that the Employer supplies all lines and furnishes drinking water in a covered vessel with individual drinking cups.

(f) see that proper toilet facilities are provided.

(g) when determined by the Employer to be required, the steward may accompany any injured or sick bricklayer, or mason and the steward shall be paid for any lost time in so doing on the day of the injury.

(h) check all scaffolds before being used by employees covered by this Agreement.

Section 4. The Employer shall be responsible for the loss of masonry tools after working hours as a result of fire or breaking and entering of the tool shanty, up to three hundred dollars (\$300.00) per employee, providing the employee, before starting work on the project furnishes the Employer a written inventory of his tools and the replacement cost thereof, which is verified by a representative of the Employer.

Section 5. (a) The Steward shall remain at work so long as any employee in the branch of the trade in which the steward is working

remains at work or until the completion of work, provided he is qualified to perform the available work.

(b) No steward shall be transferred to another job without prior notice to the Field Representative.

(c) When workers are all laid off before the job is completed, for reasons beyond the contractor's control, the steward shall have the first preference of being called back when the job starts up again. Punch list not included.

Section 6. If any work must be performed by a single employee after the regular working hours, the shop steward is not to replace that employee if such employee had the assignment during regular working hours.

Section 7. There shall be no interference with the Steward in his reasonable performance of the duties set forth herein. The Steward shall not be discharged or discriminated against for his proper performance of the duties set forth herein.

Section 8. Should an Employer determine to layoff or discharge a shop steward, it shall so notify the President, Local 1, Connecticut who shall immediately investigate the matter and notify the Employer of his decision at that time. If the parties are unable to reach agreement, the justifiability of the Employer's action shall be submitted within forty-eight hours to arbitration.

## **ARTICLE X** **JURISDICTIONAL CLAIMS**

Section 1. The Employer acknowledges that the Union claims items of work listed in the International Constitution and Rules of

Order, Code 1 Branches of the Trade, as amended in 2005, and as set forth below, to be within its work jurisdiction. In making work assignments, the Employer shall consider area and trade practice, work ordinarily and customarily performed by employees covered by this Agreement and work Jurisdiction agreements between international unions.

A. Brick Masonry - Bricklaying masonry shall consist of the laying of bricks made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or overrates surface, or beneath water; in commercial buildings, rolling mills, ironworks, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph electric and telephone conduits. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block-arching, terra-cotta cutting and setting, the laying and cutting of all tile, plaster, mineral wool, cork blocks and glass masonry, or any substitute for above material, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing, and grinding off of all kinds of brick and the setting of all cut stone trimmings on brick buildings, is bricklayers' work.

Cleaning, grouting, pointing and other work necessary to achieve and complete the work under the foregoing category shall be the work of the bricklayer.

All terra cotta called unit tile in sizes over 6" x 12" regardless of method of installation and all quarry tile over 9" x 9" x 1 1/4" size,

split brick or quarry tile or similar material if bedded and jointed with one operation and the bedding, jointing and pointing of the above material shall be the work of the craft installing same.

All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures.

All clay products known as terra cotta tile, unit tile, ceramic veneer and machine made terra cotta and like materials in sizes larger than 6" x 12", regardless of the method of installation.

Where the preponderance of material to be installed is of the above sizes, and when material of lesser size is to be used in connection therewith, the bricklayers shall install such materials. Brick paving comes under bricklayers' trade classification. In addition, such other construction work in this area that has been done, as the custom and practice by members of this Union.

The setting, grouting, and dry packing of all plates and machinery. The installation of all types of wall ties and anchors that support masonry walls.

Built-in corner guards, bearing plates and loose lintels.

The installation, assembly and erection of all masonry panels, whether brick, tile, natural stone, cement, utilizing a light frame, steel stud back-up system.

The cleaning, rubbing down, grinding, patching of masonry block walls.

The installation, pointing, cleaning and finishing of R-Brick, Pan-Brick or other thin brick systems. The fabrication and

installation of brick panels or other prefabricated masonry panels, including the rigging, hooking on, signalling, bolting and/or welding, the installation of all anchors and supports and other miscellaneous hardware.

The laying, setting, bedding, pointing, grouting, steam cleaning, washing, spreading of asphalt and the sweeping of joints with sand, cement or stone dust of all paving units made of brick, stone, cement, precast or concrete, whether such units are interlocking, laid dry or in dry pack in mortar, sand, stonedust, asphalt, mastic, or substitutes.

The installation of Nailon brick or similar burnt clay units, including the cutting, fitting, nailing on, pointing, caulking and cleaning.

The application of all sand and cement coats, other substitute cement based materials, fireproofing materials, whether troweled or rolled on all masonry, cement, precast or concrete.

The water blasting machine or similar type of cleaning machines shall be the tool of the trade and operated by the members of the International Union of Bricklayers and Allied Craftworkers.

All exterior and interior cleaning of buildings, whether brick, stone, precast, cement or concrete, regardless of whether water, detergent, acid, restorer, or other substitute cleaning products are used.

The waterblasting, or other cleaning procedure used to expose aggregate or to prepare masonry to receive a new finish.

Waterblasting or other cleaning procedure which will be performed in connection with the pointing or caulking of a building.

The Bricklayer shall have the right to use all tools necessary to all of the above work operations, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

Cement or Concrete Block Laying - The laying of cement or concrete blocks or blocks of masonry material.

B. Stonemasonry - Stonemasonry shall consist of laying all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or the exterior of buildings by architects, and customarily called "stone" in the trade). Cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

The erection, installation, plumbing, leveling, aligning, as well as, the installation of all parts and hardware, and the anchoring, bolting and welding of all natural stone when natural stone is installed in pre-cast, metal or glass curtain wall systems shall be the work of the Bricklayers and Allied Craftworkers.

The work of the stone masons on natural stone faced steel truss panels shall include but shall not be limited to the following:



1. All welding and/or bolting of the support steel to the building structure.
2. The unloading, rigging, hooking on, hoisting, signaling, tagging, setting and landing of the stone faced steel truss panels.
3. The final setting, including but not limited to plumbing, leveling and aligning.
4. All temporary and final welding and/or bolting of panel to panel connections, and panel to building structure connections.
5. The assembly, and setting up of all lifting mechanisms used to hoist or move such panels, including but not limited to hand derricks, electric and manual chain falls.

The work of the bricklayers and masons on natural stone uni-strut systems or similar type grid systems shall include but shall not be limited to the following:

1. The installation of the stone support system, including the erection, plumbing, leveling, aligning, bolting, welding and anchoring.
2. All welding of stud bolts whether by stud gun or arc welding.
3. The installation of tubular steel, clip angles and other parts and/or connections, whether bolted or welded.
4. The installation, setting, shimming, landing, and anchoring of natural stone to all metal grid backup systems.
5. All final setting of natural stone, including but not limited to plumbing, leveling and aligning.

6. The installation of all miscellaneous hardware necessary to complete the system, regardless of the method of installation.

The fabrication and installation of limestone, granite or other prefabricated natural stone panels, when mounted to steel or aluminum framing or set on steel struts shall be the work of the members of the International Union of Bricklayers and Allied Craftworkers.

This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done, and the same shall be considered stonemasonry.

Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work.

C. Artificial Masonry - The cutting, setting and pointing of cement blocks and all artificial stone and marble, either interior or exterior, when set by the usual custom of the stonemasons and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, and the cutting, setting and pointing of all precast concrete units regardless of size.

The erection and setting of fiberglass stone-faced wall panels, GFRC panels and units, and other lightweight artificial stone, when said operation is a direct set from the truck to the structure, including the installation of lugs and other supporting steel and hardware, the hooking on, signaling and securing, the plumbing and aligning,

grouting, patching, caulking, anchoring, bolting, and welding.

The installation of all autoclaved aerated concrete (AAC) block units, AAC lintels, AAC roof panels, AAC floor panels, AAC wall panels and AAC architectural products and all other related items required for a complete wall, floor, roof, or other AAC assembly. AAC installation will include all mixing of AAC mortar, cutting and routing of all AAC, stocking, handling and tending of all installations of AAC and related products.

#### D. Cement Masonry -

Laying out, screeding, operating of the power screed and finishing of all cement, concrete, aerated autoclaved concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching, cleaning and finishing. The bush hammering of all concrete and flash patching. The operation of the cement gun, the nozzle and the finishing of all material applied by the guns, also the operation of and maintenance of the cement floor finishing machines, the laser screed, the copperhead screed and cranking the power screed. The cement mason shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

Straight edging, floating, trowelling, edging, rubbing and brushing work.

The setting of lumber of other materials to determine the proper grade of concrete when used to serve as screeds, such as 2" x 4" or other plain pieces of material when held in

place by stakes and/or spreaders. A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk. Any bulkhead that is one single board in height (not to exceed twelve inches) shall be set and braced or staked by employees covered by this Agreement providing same is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete.

The setting of all forms for sidewalks, curbs and gutters.

The installation and erection of all types of precast, prestressed concrete, stone or imitation stone or other fabricated masonry units when installed as wall panels by means of bolting and/or welding to structural steel or concrete frame construction.

The following units are to be recognized as coming within the meaning of "precast, prestressed concrete stone or imitation stone or other fabricated masonry units when installed as wall panels by means of bolting and/or welding to structural steel or concrete frame construction."

Any fabricated masonry unit which may be included as a component of the exterior wall system such as fins, mullions, sunshades, sprandel units, window units and panels, the cutting, fitting, bedding, pointing, caulking, grouting and installation of gaskets. The plumbing, aligning, leveling and anchoring, including bolting and/or welding.

The setting and erection of fiberglass stone faced wall panels, and the drilling of holes and securing of the panels. The plumbing, aligning, leveling installation of gaskets, grouting, caulking, bracing and anchoring which includes metal clips, bolting and

welding of all precast panels, columns, roofs and floor slabs.

The chipping, cutting, grinding, patching and rubbing of concrete surfaces necessary to correct imperfections caused by sagging, bulging or separation of concrete forms, or by the deterioration, scaling or cracking of concrete.

The application of a brush-coat cement base material as part of the operation of patching concrete when the color of the cement base is substantially the same as the surface to which it is applied. The filling of air holes that exceed 1/8" regardless of the color of the cement base material when patching concrete.

The removal and patching of snapties.

The setting of precast re-enforced concrete slabs for roof tiling or flooring when such are to be laid in or grouted with cement, lime or gypsum.

All chipping and cutting of concrete or other masonry units that is necessary to trace sources of leakage and to prepare surfaces of such units for installation of materials used in stopping leakage in such units.

The installation of materials used in the stoppage of leaks in concrete or other masonry units.

The application of non-decorative materials for waterproofing or damp proofing on new or used concrete.

For the purpose of defining non-decorative it shall mean: (a) sand and cement coats, with or without damp-proofing additive substantially where no color is added; (b) sand and cement coats, with or without

damp or waterproofing additive substantially the same color as the surface to which it is applied; (c) damp and waterproofing materials, identified as such by the manufacturer, which is substantially the same color as the surface to which it is applied. ("Substantially the same" shall be white or gray cement or clear silicone, and shall apply under the "non-decorative" as well as "decorative" paragraphs of this section.)

The application of the following materials including the cleaning, priming and preparation of concrete floor surfaces to receive concrete stains, sealers, chemical curers, hardeners and waxes; the aforementioned materials included in concrete prior to pouring or in the finishing process performed during the curing period (not to exceed one week).

The sandblasting and etching of concrete to expose aggregate.

(d) Recommended but not mandatory footage per cement pours are as follows:

1,000-5,000 sq. ft. approximately 1,000 sq. ft. per employee recommended.

5,000-6,000 sq. ft.: 4-6 masons

7,000-8,000 sq. ft.: 5-7 masons

8,000-9,000 sq. ft.: 6-7 masons

9,000-11,000 sq. ft.: 7-8 masons

12,000-13,000 sq. ft.: 8-10 masons

14,000-15,000 sq. ft.: 10-12 masons

16,000-17,000 sq. ft.: 13-14 masons

17,000-18,000 sq. ft.: 13-14 masons

18,000-19,000 sq. ft.: 14-15 masons

19,000-20,000 sq. ft.: 15-16 masons

\*5,000- 20,000 not more than 1,200 sq. ft. per employee recommended.

Whenever concrete is being poured in bulk and is brought to a definite grade, a cement mason must be hired to finish or level off such bulk concrete no matter what tool is used to do (Bulk concrete shall be classified as walls, footings, footers, parapets, or any formed concrete where grade nails, chalk lines, screed backs or any other grades are used). This shall apply only when twenty (20) cubic yards or more of concrete are poured in a 7-hour period.

There will be no large hand held grinders, bush/chipping hammers over 45 pounds on a vertical wall.

F. Plastering - All exterior plastering, plain and ornamental when done with stucco, cement and lime mortars or patent materials, artificial marble work, when applied in plastic form, composition work in all its branches, the covering of all walls, ceilings, soffits, piers, columns, or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering, is the work of the plasterer. The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, molding, coves and bull noses shall be run in place on rods and white mortar screeds and with a regular mold and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, is the work of the plasterer.

The plasterer shall have the right to use all tools necessary to complete his work, including, but not limited to hand tools, electric and air hammers or chipping guns.

Dryvit System - All work pertaining to the Dryvit and similar systems, including insulation board, primus adhesive, reinforcing fabric and all other materials,

also whatever preparations it takes to perform said Dryvit system, shall be the work of plaster men or members of the I.U.B.A.C. having the skill to perform said work.

I. Pointing, Caulking, and Cleaning - Pointing, caulking and cleaning shall consist of the pointing, caulking, and cleaning of all types of masonry, caulking of all window frames encased in masonry on brick, stone or cement structures, including all grinding and cutting cut on such work and all sandblasting, steam cleaning and gunnite work. The caulking of all window frames, doors, louvers, or dissimilar material that touches or is encased in masonry, brick, stone precast or cement structures and the use of waterproofing or air barrier systems not limited to fluid applied waterproofing, shelf adhering sheet membrane water proofing, bentonite waterproofing and cementitious waterproofing either below slabs, below grade or above grade shall be the work of the International Union of Bricklayers and Allied Craftworkers.

The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick and concrete. It shall include all grinding and cutting out.

The preparation and mixing of all caulking shall be the work of the members of the International Union of Bricklayers and Allied Craftworkers.

The water blasting, or other type of cleaning and the application of all fireproofing materials in the interior of water tanks or chests, stacks, silos chimneys and turbines.

The application of all sand and cement coats, other substitute cement based materials, fireproofing materials whether

troweled or rolled on all masonry, cement, precast, or concrete.

All epoxy injection work, whether poured by hand, pointed or injected by machine under pressure, on brick, stone, precast, cement and concrete.

The application of all chemicals and epoxy coatings, including plastic coatings that combine in a matrix material and artificial aggregates of all types, which form interior-exterior decorative non-structural finishes of wide imitative and artistic effect.

All exterior and interior cleaning of buildings, whether brick, stone, precast, cement or concrete, regardless of whether water, detergent, acid, restorer, or other substitute cleaning products are used.

The waterblasting or other cleaning procedure used to expose aggregate or to prepare masonry to receive a new finish, or to be performed in connection with the pointing or caulking of a building.

The tuckpointing of oakum and polyurethane rope or other backing material into joints and into expansion joints between the top of all cement block walls and steel ceiling decks or steel beams or concrete beams or around the perimeters of windows, doors or other areas to be caulked, and; the cleaning and/or preparation of any natural or synthetic, concrete, masonry, stone or stucco.

The Bricklayer and Allied Craftworker shall have the right to use all tools necessary to complete the above work, including but not limited to hand tools and power tools.

#### J. Refractory Work -

The Employer agrees to assign to employees all work which has been historically or traditionally assigned to members of the International Union of Bricklayers and Allied Craftworkers, including but not limited to: dipping, setting, buttering, bedding, handing, pointing, grouting, caulking, cutting, toothing, fitting, plumbing, aligning, laying, flagging, leveling, installation of gaskets and expansion joint material, grinding, vibrating, tamping, guniting, insulation, and spraying of all refractory materials, anchoring of all refractory materials by all means including bolting and welding, ceramic welding, removal and cleaning of masonry materials, to be reinstalled, final sandblasting of surfaces to receive additional refractory materials, installation of chemical coating, fireproofing, and membrane materials by any method required, surface spraying of all refractory materials, and cleaning of coke oven walls, chambers and flues. Temporary bracing in coke oven repairs shall be done by Employees represented by Bricklayers and Allied Craftworkers, in coordination with other trades.

Backfill and vibrating of all refractory materials with electrical vibrators, air vibrators or any other methods.

Use of the nozzle when the refractory materials are used in furnaces, boilers, stacks, breechings and vessels.

K. Tile, Marble, Terrazzo. The craft jurisdiction set forth in the Tile, Marble and Terrazzo Agreement shall be incorporated by reference.

Section 2. There shall be no strikes, picketing or lockouts over any jurisdictional dispute. Any assignment resulting in a jurisdictional dispute may not be grieved or

arbitrated, except as set forth herein. In the event a jurisdictional dispute arises, the disputing unions shall request the other union or unions involved to send representatives to the job site to meet with representatives of the Union and Employer to settle the dispute. The dispute will be submitted to Arbitrator J. Larry Foy, or Arbitrator Larry Katz. The arbitrators shall be selected in rotating order. If an arbitrator is not available to hear the dispute within ten (10) days, he shall be skipped and the next arbitrator in rotation shall be selected. If necessary, the Arbitrator and all parties shall make themselves available for an evening hearing. The hearing will be completed within one (1) day, and the Arbitrator shall issue his decision within forty-eight (48) hours of the close of the hearing. If on of the disputing unions refuses to attend the hearing, the arbitration will proceed with the other union and the employer. If requested by either Union or the involved Contractor, a written Opinion and Award shall be issued by the Arbitrator within thirty (30) days. The decision of the Arbitrator shall be on the basis of industry practices within the geographical area covered by the local union where the dispute occurs, the efficiency and economy of operation (but without consideration of the comparative wage and benefits paid to the disputing trades) and, where relevant, the Plan for the Settlement of Jurisdictional Disputes in the Constriction Industry. Fees and expenses shall be shared equally and shall be paid one-third by each of the involved Unions and one-third by the involved Contractor. Any such decision shall not result in damages being assessed against the Employer, double staffing, rework, or any other punitive provision. The arbitrator may award back pay where appropriate.

## **ARTICLE XI** **WORK RULES**

Section 1. A line must be pulled on two sides of all double unit walls eight (8) inches in thickness or over. Employer shall furnish all lines.

Section 2. No line shall be dropped before the course is laid and tooled unless job conditions delay the tooling. No mortar shall be spread ahead of the line and no line shall be raised more than one course at a time except to avoid obstructions. No employee shall work ahead of the line, except the employee on the leads and the employee of the triggering. The triggering employee shall be permitted to lay three (3) courses above the line.

Section 3. No employee shall be required to build a wall higher than five (5) feet from the ground or scaffold, whichever applies. No scaffold shall be built more than four (4) feet six (6) inches higher than the preceding working level. The Employer shall furnish ladders or other access to all scaffolds.

Section 4. All shafts or dangerous places of similar character must be sheeted tight to the floor above and a floor below to insure the safety of the men employed in the same and no employee shall work in any shaft or opening where elevators or counterweights are running, except where there is a bank of elevators in which one non-running elevator and counterweight must intervene. This paragraph does not apply to patching work.

Section 5. All mortar tubs are to be raised at least sixteen (16) inches above ground area, on scaffolds and floor level.

Section 6. Wherever practical, any method or device may be used in the construction of

masonry work, provided that such methods and devices fall within the work jurisdiction claimed by members of the International Union of Bricklayers and Allied Craftworkers and are not expressly covered in other parts of this Agreement.

Section 7. All special tools and lines shall be provided by the Employer.

Section 8. The Employer shall provide individual drinking cups and covered drinking water from a water source approved by the Steward and Employer. The water shall be kept iced from May 1, to September 1.

Section 9. Work rules for plastering work shall continue to be as follows:

- (a) On plastering work, the Employer shall see that no gauging is made up later than thirty minutes of 12:00 and forty-five minutes of the regularly established quitting time. At no time shall a gauging be prepared before the preceding gauging is complete and especially no one shall prepare gauging for other than themselves except on cornice work.
- (b) The plastering inside of a building shall be left straight with the rod and darby. These tools are to be furnished by the employer.
- (c) Molding or covers of plaster walls shall be run with a regular mold properly screeded and run on rods. All noses must be properly screeded and run with a regular mold on rods.
- (d) The finishing of plaster walls and ceilings cannot be done while the screeded cornices or covers with which they intersect are not in place.
- (e) For plastering work all mortar boards shall not exceed four (4) feet X six (6) feet or an equivalent area and each gauging shall not be more than one and one-half (1-1/2) rods per man.
- (f) There shall be no preference given to either white mortar hands or brown mortar hands in regards to working overtime or the regular work day.
- (g) All plaster moldings or cornices, plasters or plaster paneling must be run in place and where cornices are ornamented proper beds must be made to secure same. All plaster capitals, bases, and molding if not ornamental, must be run on the job.
- (h) Contractors shall furnish all screed rods, darbies and feather edges, which must be kept true and straight at all times.
- (i) When plastering, the mortar boards shall be raised at least sixteen (16) inches from the scaffold or placed on barrels or stands.
- (j) When working on bottoms all work shall be plastered at least one (1) foot above scaffold height. If necessary a foot scaffold not to extend one (1) foot in height shall be allowed for this purpose.
- (k) All plasterers shall be allowed ten (10) minutes clean up time before the established quitting time in which to change clothes and clean their tools.
- (l) All stands for bottom work shall be no less than thirty (30) inches in height.
- (m) There shall be no spacing of plank on scaffolds used for scratch, brown or white coat.

(n) For any scaffold up to four (4) feet in height, on side walls only, a scaffold twenty (20) inches in width shall be allowed. Anything four (4) feet or over in height shall be at least four (4) ten inch planks wide.

(o) No employee shall use stilts or other so called convenience which are hazardous in the opinion of the Field Representative.

(p) It is agreed that the plaster work if sublet or subcontracted by the Employer, shall be given to a contractor who agrees to be bound by the terms of this Agreement. There shall be no lumping of work.

Section 10. Work rules for cement finishing work shall continue to be as follows:

(a) There must be one (1) cement mason on the laying, placing or finishing of all concrete. On the floors there shall be two cement masons or plasterers to do rodding, screeding and top dressing. This does not prohibit bricklayers and masons from being so employed providing they are qualified.

(b) There shall be three (3) men to pull any rod over twelve (12) feet in length up to sixteen (16) feet, and an additional man for every four (4) feet thereafter.

(c) There shall be no lost time during normal working hours for the cement mason while waiting for concrete to set for finishing. No man shall be sent home until the concrete has been properly finished in the opinion of the Employer.

Knee boards are to be used when hand troweling or floating all slabs.

(d) All cement masons shall be allowed ten (10) minutes clean-up time before the

established quitting time in which to change clothes and clean their tools.

Section 11. (a) There shall be no more than two (2) competent men on each two-man swing scaffold, and each man shall be supplied with a safety line and belt, tied to a separate anchorage.

(b) The erection of all two-man swing scaffolds shall be supervised and inspected by men working on said scaffold.

Section 12. No employee shall contract by the unit, or lump work of any character, covered by our classification of work, or work for any person or persons contracting work by the unit, or lump work of any character, taken from general contractors, without furnishing material.

Section 13. Every journeyman shall tool off his own work.

Section 14. The line shall not be raised before the course laid.

Section 15. All scaffolds shall be a minimum of five (5) ten (10) inch planks wide unless otherwise specified in the Agreement

Section 16. In addition to a locker on the ground floor, the Employer shall provide a gang box or tool box on every fifth floor above the ground floor. Tools shall be stored in the ground floor locker over the weekend. Employers shall not be responsible for tools stored in a gang box or tool box over the weekend.



**ARTICLE XII**  
**INTERNATIONAL MASONRY**  
**INSTITUTE TRUST AND IMI**  
**APPRENTICESHIP TRUST**

Section 1. Each Employer signatory hereto subscribes and agrees to be bound by the Agreement and Declaration of Trust of the International Masonry Institute Trust (IMI), including the International Masonry Institute Apprenticeship Trust (IMI-AT).

Section 2. Each Employer agrees to pay to said Funds the amounts set forth in Schedule A, attached hereto for each hour worked by each bricklayer and mason, including apprentices, covered by this Agreement. Payment shall be reported and paid not sooner than the twenty-fifth day of the month following the month in which the work was performed along with the other contributions as provided in this Agreement.

Section 3. Failure to contribute to the Fund shall be a violation of this Agreement.

Section 4. Each Employer shall be required to employ a ratio of one (1) apprentice to seven (7) journeymen on the job when apprentices are available. When appropriate, a ratio of one (1) apprentice to three (3) journeymen may be employed. The following percentages of journeymen's wage rates shall be paid to apprentices and the following fringe benefit contributions shall be made for hours worked by apprentices.

The Apprentice Standards for the International Union of Bricklayers and Allied Craftworkers Local 1 CT shall be incorporated by reference and the "Rates of Pay" section of the standards shall be as outlined in Appendix A. Fringe benefit

contribution rates for apprentices shall be made as outlined in Article XVII Section 2. Section 5. All parties to this Agreement shall adhere to the apprenticeship rules and regulations and standards approved by IMI and the Connecticut State Apprenticeship Council. IMI shall register the training program and all apprentices under supervision of IMI with the Connecticut State Apprentice Council and secure certification of the apprenticeship program so that payment of apprentice wage rates and fringe contribution rates will be permitted under state and federal prevailing rates laws. Contributions to the apprenticeship fund shall not be required during any period that payment of apprentice wage rates and fringe contribution rates are not permitted under state and federal prevailing rates laws.

Section 6. The Committee shall cooperate with the Bureau of Apprenticeship, United States Department of Labor, Connecticut State Apprenticeship Council, Connecticut State Agencies and trade related industries in advancing the training skills of apprentices.

Section 7. The apprentice shall train in all branches of the trade. The apprentice supervisor shall make changes of the apprentices if he sees the apprentice is not getting a fair share of all branches of the trade. No apprentice shall be exploited by being used for continuous periods on such jobs as washing down, cutting on the saw and rubbing concrete. Other than grinding and rubbing concrete, the apprentices shall work no more than 20 hours per week on any washing down, cutting on the saw, installing wall anchors and waterproofing. All employers will endeavor to have apprentices work a minimum of 20 hours per week laying units in the wall.

### **ARTICLE XIII** **INSURANCE**

The Employer shall carry, on behalf of all employees covered under this Agreement, Workers' Compensation Insurance, through a carrier licensed to do business in the State of Connecticut, and shall make Unemployment Compensation payments as required by law. The Employer shall provide the Director or Field Representative of the Union with evidence of such coverages upon request.

### **ARTICLE XIV** **STATE AND FEDERAL LAWS**

It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the United States and the State of Connecticut. Should it later be determined that it would be a violation of any legally effective Government or State order or statutes to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such laws or statutes so long as they shall remain effective and the other provisions of this Agreement shall not be affected thereby.

### **ARTICLE XV** **WORK STOPPAGES**

Section 1. It is agreed that there shall be no work stoppages during the term of this Agreement except for the following causes only: after five (5) working days written notice from the Union has been received by the Employer and the Association which

clearly states the Union's intention to strike for:

"Willful non-payment of wages and/or fringe benefit contributions as required by this Agreement for time actually worked by employees covered under this Agreement."

The notice required by this Section shall be by telegram, registered or certified mail, and shall be authorized and signed by the appropriate Field Representative.

Section 2. Any Employee(s) who loses wages when this Article XV is implemented, due to the Employer's failure to pay wages and/or fringe benefit contributions as provided in this agreement, shall be compensated for each hour lost up to two (2) work days, (sixteen (16) hours).

Section 3. Except as specifically provided in Section 1 above, there shall be no work stoppages, strikes, slowdowns or other interference with the progress of the work during the term of this Agreement.

### **ARTICLE XVI** **GRIEVANCE AND ARBITRATION** **PROCEDURE**

Section 1. A grievance shall be defined as any dispute arising between the parties concerning interpretation and/or application of this Agreement during the term of this Agreement. The Union, the Employer, and/or the Association may file and process a grievance as provided herein.

Section 2. There shall be a Joint Arbitration Committee hereinafter referred to as the "Committee", made up of two representatives

of the Association and two representatives of the Union which shall hear grievances referred to it by the Employer, the Association and/or the Union.

Any controversy arising out of this Agreement involving the interpretation of its terms and conditions shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) days after the alleged violation is committed or within five (5) days after the party filing the grievance knew or should have known of the event giving rise to the grievance.

Section 3. All grievances between an employee or group of employees on the one hand and the Employer on the other shall be processed in accordance with the following procedures:

Step 1. The steward, within three (3) working days after the event giving rise to the grievance, shall first report the grievance to the Employer's representative and the Field Representative or the President, Local 1, Connecticut.

Step 2. If the grievance is not resolved in Step 1 above, the Field Representative or the President, within three (3) working days after the occurrence which gave rise to the grievance, shall then discuss the grievance with the job superintendent or an officer of the Employer in a further attempt to resolve the matter informally.

Step 3. If the grievance cannot be resolved in Step 2 above, the Field Representative or the President shall send notice to the Employer and the Association within five (5) days

after the occurrence which shall have given rise to the grievance requesting consideration by the Committee of the grievance. Such notice shall be by certified mail, return receipt requested, and must give the names of all parties involved, job site location and full particulars of the grievance including appropriate dates and ARTICLE(S) and Section(s) of this Agreement which the Union alleges have been violated.

Section 4. Either the Employer or the Association may submit a grievance for consideration by the Committee by sending notice to the Union requesting such consideration. Such notice shall be by certified mail, return receipt requested and shall give details of the grievance. A copy of any such notice by the Employer shall be sent to the Association.

Section 5. The Committee shall meet to consider the grievance within five (5) working days after the request for such consideration has been received by either the Association or the Union. The grievance shall be deemed settled and resolved in accordance with the majority vote of the Committee, and the Committee's decision shall be binding upon the parties to the grievance. When decisions are reached by the Joint Arbitration Committee, a time frame for compliance of such decision shall be established by the Committee. Upon failure to comply with the decision of the Joint Arbitration Committee, the parties are free to take whatever action they deem necessary toward implementation.

Section 6. When a grievance is appealed to arbitration, the matter will be submitted to one of the following list of arbitrators, who will be used on a rotating basis or by mutual agreement for grievances submitted to

arbitration during the term of this collective bargaining agreement. In the event the Arbitrator who is next in rotation is unable to schedule the arbitration within sixty (60) days of the referral, the arbitration will be submitted to the next arbitrator according to the following rotation:

Albert G. Murphy  
Michael F. Walsh  
J. Larry Foy  
M. Jackson Webber  
Victor Muschell

Section 7. If either party refuses to participate in the selection of an impartial umpire, the other party shall select such umpire.

Section 8. If either party fails to appear at an arbitration proceeding before an impartial umpire, the umpire shall proceed ex parte.

Section 9. Each party shall bear the costs of its appointed arbitrators. The costs of the neutral arbitrator and an arbitration proceedings hereunder shall be borne by the party found in violation of the contract.

Section 10. The time limits set forth herein shall be strictly adhered to but may be extended by written agreement between the Association and the Union. A grievance shall be considered as being determined against the party in violation of the time limits set forth herein.

Section 11. Nothing set forth herein shall require the Union to process any Union or employee grievance which in its opinion is without merit and no employee has the right to arbitrate a grievance which the Union deems without merit. The Association has the right to determine whether or not it shall

represent or continue to represent Employers with respect to grievances filed hereunder.

## **ARTICLE XVII** **FRINGE BENEFIT FUNDS**

Section 1. Employers shall make contributions to following funds in the amounts specified in Schedule A attached to this Agreement and made a part hereof, for each hour worked by employees covered by this Agreement.

Zone A: All of Connecticut other than towns listed in Zone B.

IUBAC Local 1, Connecticut, Health Fund

International Union Pension Fund

International Union Retirement Savings Plan (Annuity Fund)

International Masonry Institute, Apprentice and Training (IMI/AT)

International Masonry Institute

Zone B: Norwalk, Westport, Weston, Wilton, Ridgefield, New Canaan, Stamford, Redding, Darien and Greenwich

IUBAC Local 1, Connecticut, Health Fund

International Pension Fund

International Union Retirement Savings Plan (Annuity Fund)

International Masonry Institute, Apprentice and Training (IMI/AT)

International Masonry Institute

Section 2. Each Employer agrees to pay to the Funds listed for Zone A or Zone B, depending on the location of the project on which the employees are working, the required contribution rates for all hours worked by employees and apprentices, except as follows: up to 1,500 apprentice hours, only health contribution are required; 1500 to 3000 apprentice hours, only health and pension contributions are required; and over 3000 hours, all contributions are required. An hour of work for which overtime or any other premium wage must be paid, shall be considered a single hour for this purpose except for Cement Masons as set forth in Article V, Section 1.

Section 3. Not later than the 20th day following the month in which the hours of work were performed, each Employer shall submit to the Funds reports containing a complete list of the names of employees, social security numbers, and the number of hours worked by each employee during the previous month. In the event no employee worked during the previous month, the Employer shall submit a report attesting that no Employees worked and this will be the Employer's final report until that Employer has reportable hours in the future.

Section 4. If an Employer fails to make the required contributions to any Fund by the end of the month following the month in which the work was performed, the Employer shall be considered a Delinquent Employer for that Fund.

If so determined by the trustees of any Fund, Delinquent Employers shall pay to each Fund for which it is a Delinquent Employer interest charges at the rate of one and one-half percent computed on the entire sum owed each Fund for each thirty (30) day

period or fraction thereof that it is a Delinquent Employer.

If so determined by the trustees of any Fund, since the failure of a delinquent Employer to remit timely payment of contributions imposes additional accounting, handling and administrative expenses upon each of the Funds, each delinquent Employer shall pay, as liquidated damages the sum of one dollar (\$1) per employee per Fund, up to a total maximum payment of three (\$3) per employee, for each thirty (30) day period or fraction thereof that the Employer is delinquent.

If so determined by the trustees of any Fund, an Employer whose check is returned for insufficient funds will be required to make payments by certified check for the next six months.

Section 5. The failure of any Employer to make the required reports and contributions to each Fund shall make the Employer liable (1) to each employee damaged by such failure for whatever benefits the employer and his or her beneficiaries were denied because of the Employer's failure to make the required reports and contributions and (2) for court costs and attorney's fees reasonably necessary in collecting the contributions, provided however, that no Employer shall have any liability to any employee or beneficiary as set forth above, if the failure to pay the required contribution or any part thereof was the result of honest mistake or inadvertence.

Section 6. Employer contributions to the Pension and Annuity Funds shall be consistent with applicable federal law.

Section 7. All fringe benefit funds to which Employer contributions are required by this

Agreement shall be maintained at all times as jointly administered Taft-Hartley trust funds with an equal number of employer trustees and labor trustees, herein referred to as the "Trustees", with such powers and duties as may be provided from time to time by the applicable Trust Agreement. Management trustees to any Taft-Hartley trust fund shall be jointly appointed and removed by the AGC/CCIA Building Contractors Labor Division and the Connecticut Mason Contractors Association provided they are signatory contractors. The Funds shall furnish to the Association and the Union copies of their respective annual audit reports and annual actuarial or consulting reports and information concerning contributions received or due as might be requested from time to time.

Section 8. The Funds shall at all times be operated in conformance with applicable Federal and State laws and regulations, and shall be maintained as tax exempt trusts under provisions of the Internal Revenue Code and Employer contributions to said Fund shall at all times be deductible by the Employer for Federal incomes tax purposes. In the event that a Fund fails to retain approval as a tax exempt trust so that Employer contributions shall not be deductible as a business expense, the Employer shall not be liable to contribute to such Fund for hours worked during the period that the contribution is not deductible.

Section 9. At the discretion of the Fund's Trustees, an Employer determined to be delinquent in its payments as required herein may be held liable for all contributions due to the Fund and reasonable attorney's fees, court costs, audit fees and other expenses incurred incidental to collection of contributions due the Fund, including a

reasonable rate of interest on contributions due. Appropriate payroll records of the Employer may be subject to audit by the Trustees or their authorized representative upon reasonable notice. The Trustees shall have all powers with respect to the audit of appropriate payroll records and the collection of delinquent contributions, interest, audit fees, attorney's fees and other expenses of collection as may be provided from time to time by the applicable Trust Agreement.

Section 10. Fringe Benefit Bond Requirement. If so determined by the trustees of a Fund, any Employer who has not been signatory to this agreement and any prior agreement for two (2) consecutive years, or any Employer whose employees have been removed in accordance with Article XV, Section 1 of this Agreement, or who is or has been a delinquent Employer at any time within any twelve (12) month period shall be required to furnish a surety bond or cash deposit escrowed with the Trustees in a sufficient amount to protect a Fund, against the failure of the Employer to make any payment due currently or in the future under the terms of this Agreement.

The following procedures and amounts shall govern fringe benefit bonds:

a. The total amount of the bond or bonds to be posted or cash to be deposited shall equal 480 hours times the total of the contributions to the employee fringe benefit funds required by this Agreement for each employee employed by the Employer.

b. If at any time after a bond or bonds are posted or money is deposited, and the Employer's work force increases, the fund trustees may require a corresponding increase in bonding or money deposited.

c. If an Employer chooses to post one bond, it shall be in the name of the Bricklayers fringe benefit funds. The bond may not require as a condition of payment that the Employer be delinquent in contributions to all of the funds, but rather a pro-rata share of the bonded amount shall be collectable by any fund to which the Employer is delinquent in the payment of contributions.

If an Employer chooses to post a separate bond for each fund, the amount of each bond shall be computed in accordance with the method described above, and the total of the separate bonds shall equal the total amount required as stated in Section a.

If an Employer chooses to deposit a bank certified check or money order, said check or money order shall be made payable to the Bricklayers fringe benefit funds. The check or money order shall be cashed immediately and allocated in accordance with Section (a) to a non-interest bearing checking account.

d. If no delinquency occurs during the first 12 months after bonds are posted, the Fund Office will notify the Employer that the bonds may be canceled, or the entire amount of the money deposited, without interest, will be returned to the Employer.

e. If, during the time that bond(s) or cash is being held by the Funds, an Employer is delinquent more than once, the Funds shall have the right to:

1. On the due date of the second delinquent contribution, recover the amount of delinquency by taking action to collect on the bond or bonds posted or withdrawing from the monies deposited by the Employer, and

2. Notify the Employer that weekly payments by certified check will be required for the next six months, and

3. Require that a new bond or bonds be posted, or additional monies be deposited, to make-up for the amount collected or withdrawn under paragraph (a) of the Section.

f. If an Employer fails to provide or replenish a cash or surety bond as required by this policy, the trustees of any fund may write to the Employer requesting the bond. If the bond is not received in the fund office within 30 days after the fund's written request, the matter shall be referred to the Fringe Benefit Fund(s)' collection attorney(s) and treated as a delinquency, and the Employer will not be allowed to employ any bricklayers whatsoever in the jurisdiction of the Union until the delinquency has been eliminated.

Section 11. Nothing in this Agreement, any trust agreement for a fund to which contributions are required by this Agreement, a plan of benefits or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration or funding to the Plan beyond the obligation of the Employer to make contributions, provide any required bonding and pay the expenses of collection as specified in this Agreement. Except to the extent that the Association and the Union may participate in the selection of their respective trustees, neither the Association, nor the union nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union or any Employer be liable for any action or failure to act of any trustee. It is agreed and

understood that this section shall serve as a defense to any allegation or course of action wrought by any individual or entity which might jeopardize the employer's or other contributor's position that its liability is strictly limited as stated herein. In no event shall the Employer be liable to make duplicate contributions to more than one Fund providing the same type of benefits.

### **ARTICLE XVIII** **DUES CHECK-OFF**

Section 1. During the term of this Agreement, and in accordance with the terms of an individual and voluntary written authorization for check off of union membership dues to be furnished to the Employer in a form as specified in Section 3 below, and permitted by law including the provisions of Section 302 (c) of the Labor-Management Relations Act, as amended, the Employer agrees to deduct once each week from the net pay of each employee covered by this Agreement, who signs said authorization, the sum which the Union has specified, or from time to time later specifies, in writing to the Employer as the dues for the Union and its International Union for each payroll hour worked by said employee during the week as part of the employee's membership dues in the Union, provided however, that no change in the amount of hourly dues shall take effect until after the Union shall have given the Association thirty (30) days' prior written notice thereof. Said deductions shall be made solely for each employee who is a member of the Local Union and who is working in the geographical jurisdiction of the Local One, Connecticut.

Section 2. The Union agrees to indemnify and save the Employer and the Association

harmless against any and all claims, suits, or other forms of liability arising out of the Employers' participation in or performance of the provisions of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been paid to the Union.

### **COMBINED WORKING DUES AND BACPAC CHECK-OFF AUTHORIZATION**

I hereby authorize any of the various individual Employers who are signatory to a collective bargaining agreement with any Bricklayers & Allied Craftworkers Local Union 1, the International Union, or any other BAC affiliate, and by whom I may be employed during the term of such agreement, or any renewal or extension, or any subsequent agreement, to deduct from my wages and transmit monthly to said Union the sum which the Union has specified, or specifies from time to time, as the portion of my union dues to said Union, to the International Union, or to any other BAC affiliate, subject to check-off through procedures conforming to applicable law. This authorization shall be irrevocable for a period of one (1) year following the date it was signed or until the current applicable collective bargaining agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year, unless sixty (60) days prior to the termination or the annual renewal date I revoke this authorization by written notice to the Union and to the individual employer by whom I am employed.

I also hereby authorize the Employer (as described above) to deduct from my wages the sum of \_\_\_\_\_ for each hour paid and to transmit that amount in the manner prescribed by the Union to the Bricklayers



& Allied Craftworkers Political Action Committee (BACPAC). This authorization is signed freely and voluntarily and not out of fear of reprisal, and on the understanding that BACPAC is engaged in a joint fund raising effort with Committee on Political Education of the American Federation of Labor & Congress of Industrial Organizations, that BACPAC will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and this voluntary authorization may be revoked at any time by written notice to the Employer and BACPAC of a desire to do so.

\* To authorize the deduction of both working dues and BACPAC contribution, please sign and date this form.

\* To limit the authorization to the deduction of either the working dues or BACPAC contribution, please check the appropriate box, sign and date this form.

Date \_\_\_\_\_, 19\_\_\_\_

Social Security

No. \_\_\_\_\_

Signature \_\_\_\_\_

**ARTICLE XIX**  
**BUILDING AND CONSTRUCTION**  
**ADVANCEMENT PROGRAM**

The Building and Construction Advancement Program (BCAP), a division of the AGC/CCIA Building Contractors Labor Division of Connecticut, Inc., (hereinafter referred to as the "Program" or "BCAP") has been established and organized to improve public relations; to

improve the standards of the construction industry; to conduct education and training programs and to conduct any program for the benefit of the construction industry. The Program shall not conduct any anti-union or political activity.

The Employer agrees, commencing with the first payroll following the effective date of this Agreement, to make payments of twenty-one (\$.21) cents per hour to BCAP for each hour each employee covered by this Agreement works. Payments to AGC are due and payable on or before the twenty-fifth day of the month following the month during which the work was performed. All contributions shall be in such manner as AGC shall require.

If the Employer fails to make contributions to BCAP within the period required by AGC, the delinquent Employer shall be liable for all reasonable costs for collecting the payments due, including but not limited to reasonable attorney's fees and court costs, audit costs, a reasonable rate of interest on the outstanding balance due BCAP, and liquidated damages assessed by AGC as an "administrative fee". The Union shall incur no liability or responsibility for the collection of such contributions.

The Union agrees to propose that all the provisions in this Article XIX Building and Construction Advancement Program shall be included in every independent agreement. The Union further agrees that the total hourly economic cost (i.e. hourly payments required) including payments to the Association for companies covered under such independent agreements shall not be less than the total hourly economic cost for Employers covered under this Agreement. In the event the total hourly economic costs for Employers covered under this Agreement

are greater than the total hourly economic costs for any employer covered under an independent agreement, all Employers covered under this Agreement shall have the option to equalize the total hourly economic cost as provided in such independent agreement but shall not thereby be relieved from making payments to the AGC as provided in this Article XIX. In the event an Employer does not make contributions to the AGC/CCIA, the AGC Building Contractors Labor Division, or the MCA Industry Advancement Programs (IAP), then the Employer shall be required to make the equivalent contribution(s) to the IMI-AT fund. Neither the Union or its representatives may encourage or persuade any Employer to (1) not make contributions in the amount set forth in this Agreement to the Association Construction Program or (2) make such contributions to the IMI-AT rather than the IAP. The Health Fund shall furnish to the Association and the Union copies of annual audit records of Employer contributions to the BCAP and information concerning contributions received or due as might be requested from time to time. Any resulting costs will be borne by the BCAP.

#### **ARTICLE XX** **MANAGEMENT PREROGATIVES**

The Employer hereunder shall have full authority to manage the work, direct the work force, and decide all matters except to the extent he is specifically prohibited from doing so under this Agreement. All Employers reserve the sole right to employ and discharge whomsoever they choose, provided only that they do not discriminate against any employee for any reason, including union or concerted activities, union membership, and the reasons set forth

in Article III, Equal Employment Opportunity.

#### **ARTICLE XXI** **SEVERABILITY**

The obligations of the Employers bound by this Agreement shall be several and not joint, and the acts, omissions or violations of this Agreement by an Employer or any individual or entity, whether alleged or in fact, shall not be held against any other Employer or against the Association.

[no text missing]

**ARTICLE XXII**  
**TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from August 30, 2006, through March 31, 2012, and shall renew itself annually thereafter unless either party shall have given written notice to the other party of its desire to terminate this Agreement and negotiate a successor agreement at least sixty (60) days prior to March 31, 2012 or any March 31 thereafter.

AGC/CCIA BUILDING CONTRACTORS  
LABOR DIVISION OF CONNECTICUT,  
INC.

by MB Morganbesser  
VP Labor Relations  
Signature and Title  
9/6/06  
Date

LOCAL 1, CONNECTICUT,  
INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS, AFL-CIO

by [Signature]  
Pres  
Signature and Title  
9-6-06  
Date

MASON CONTRACTORS ASSOCIATION  
OF CONNECTICUT

by C Mitchell Sorensen  
Executive Director  
Signature and Title  
9/6/06  
Date

**Schedule A**  
**Local One, Connecticut, BAC**  
**Building Agreement**

ZONE A All of Connecticut other than towns listed in Zone B

**Total wage and fringe package for Journeyman Bricklayers and Cement Masons as follows:**

03/31/06 – 10/01/06	\$45.91 (wages = \$29.50; benefits contributions = \$16.41)
10/02/06 – 04/01/07	\$46.96
04/02/07 – 09/30/07	\$47.96
10/01/07 – 04/06/08	\$49.00
04/07/08 – 10/05/08	\$50.00
10/06/08 – 04/05/09	\$51.04
04/06/09 – 10/04/09	\$52.04
10/05/09 – 04/04/10	\$53.08
04/05/10 – 10/03/10	\$54.08
10/04/10 – 04/03/11	\$55.12
04/04/11 – 10/02/11	\$56.12
10/03/11 – 03/30/12	\$57.16
03/31/12 – 10/01/12	\$58.16

The Union shall have the right to allocate the wage and fringe package. The wage increase in any year shall be no more than 60% of the total increase for that year.

\*For exterior Pointing, Caulking and Cleaning at the tenth (10<sup>th</sup>) floor and above, a \$1.00 per hour premium shall be paid.

**Employer Contributions as follows:**

The following rates reflect the 3/31/06 – 10/01/06 dates.

IUBAC, Local 1 Connecticut Health Fund

03/31/06 – 10/01/06 = \$7.30/hour

International Union Pension Fund

03/31/06 – 10/01/06 = \$4.55/hour

International Union Retirement Savings Plan (Annuity Fund)

03/31/06 – 10/01/06 = \$3.25/hour

International Masonry Institute, Apprentice and Training Trust

03/31/06 – 10/01/06 = \$1.10/hour

Labor Management Cooperation Trust (to be established effective 10/02/06)

10/02/06 – 10/01/12 = \$0.25/hour

Association Program

03/31/06 – 10/01/12 = \$0.21/hour

Cement Masons will receive one and one-half time fringe contributions for annuity, pension and health funds for hours worked over eight (8) in a day.

**Dues structure as follows:**

The total of the Local 1, Connecticut, BAC and the International Union dues deductions shall be equal to 3.25% of the total wage rate and fringe benefit contributions rate package.

**ZONE B (Local Chapter No. 4 – Norwalk, Westport, Weston, New Canaan and Stamford)**

**Total wage and fringe package for Journeyman Bricklayers and Cement Masons as follows:**

03/31/06 – 10/01/06	\$46.94 (wages = \$29.50; benefit contributions = \$17.44)
10/02/06 – 04/01/07	\$47.99
04/02/07 – 09/30/07	\$48.99
10/01/07 – 04/06/08	\$50.03
04/07/08 – 10/05/08	\$51.03
10/06/08 – 04/05/09	\$52.07
04/06/09 – 10/04/09	\$53.07
10/05/09 – 04/04/10	\$54.11
04/05/10 – 10/03/10	\$55.11
10/04/10 – 04/03/11	\$56.15
04/04/11 – 10/02/11	\$57.15
10/03/11 – 03/30/12	\$58.19
03/31/12 – 10/01/12	\$59.19

The Union shall have the right to allocate the wage and fringe package. The wage increase in any year shall be no more than 60% of the total increase for that year.

\*For exterior Pointing, Caulking and Cleaning at the tenth (10<sup>th</sup>) floor and above, a \$1.00 per hour premium shall be paid.

**Employer Contributions as follows:**

IUBAC, Local 1 Connecticut Health Fund

03/31/06 – 10/01/06 = \$7.30/hour

International Union Pension Fund

03/31/06 – 10/01/06 = \$4.10/hour

International Union Retirement Savings Plan (Annuity Fund)

03/31/06 – 10/01/06 = \$4.73/hour

International Masonry Institute, Apprentice and Training Trust  
03/31/06 – 10/01/06 = \$1.10/hour

Labor Management Cooperation Trust (to be established effective 10/02/06)  
10/02/06 – 10/01/12 = \$0.25/hour

Association Program  
03/31/06 – 10/01/12 = \$0.21/hour

Cement Masons will receive one and one-half time fringe contributions for annuity, pension and health funds for hours worked over eight (8) in a day.

**Dues structure as follows:**

The total of the Local 1, Connecticut, BAC and the International Union dues deductions shall be equal to 3.25% of the total wage rate and fringe benefit contributions rate package.

**SCHEDULE B  
LOCAL ONE, CONNECTICUT, BAC  
BUILDING AGREEMENT**

LOCAL UNIONS AND THEIR JURISDICTIONS

ZONE A

Local 1, Connecticut

45 Water Street, New Haven, Connecticut 06511

Telephone: 203-562-8141

800-452-4354

356 Franklin Avenue, G5, Hartford, CT 06114

Telephone: 860-296-8014

All of Connecticut except Zone B

ZONE B

43 North Avenue Norwalk, CT 068517

Telephone: 203-853-6838

Territory: Darien, Greenwich, New Canaan, Norwalk, Redding, Ridgefield, Stamford, Westport, Weston, Wilton

**APPENDIX A**  
**APPRENTICE RATES**

Bricklayer, Cement Mason, Plasterer (6000 hours)

1 <sup>st</sup> 750 hours	60% *
2 <sup>nd</sup> 750 hours	65%
3 <sup>rd</sup> 750 hours	70 %
4 <sup>th</sup> 750 hours	75%
5 <sup>th</sup> 750 hours	80%
6 <sup>th</sup> 750 hours	85%
7 <sup>th</sup> 750 hours	90%
8 <sup>th</sup> 750 hours	95%

Pointer, Caulker, Cleaner (4500 hours)

1 <sup>st</sup> 750 hours	50%
2 <sup>nd</sup> 750 hours	55%
3 <sup>rd</sup> 750 hours	60%
4 <sup>th</sup> 750 hours	70%
5 <sup>th</sup> 750 hours	80%
6 <sup>th</sup> 750 hours	90%

Tile setter (6000 hours)

1 <sup>st</sup> 500 hours	50%
2 <sup>nd</sup> 500 hours	55%
3 <sup>rd</sup> 500 hours	60%
4 <sup>th</sup> 500 hours	65%
5 <sup>th</sup> 500 hours	70%
6 <sup>th</sup> 500 hours	75%
7 <sup>th</sup> 500 hours	80%
8 <sup>th</sup> 500 hours	85%
9 <sup>th</sup> 1000 hours	90%
10 <sup>th</sup> 1000 hours	95%

Tile Finisher (2000 hours)

1 <sup>st</sup> 500 hours	60%
2 <sup>nd</sup> 500 hours	70%
3 <sup>rd</sup> 500 hours	80%
4 <sup>th</sup> 500 hours	90%

Dual Trades (For Apprentices who chooses more than one trade, 7000 hours)

1 <sup>st</sup> 875 hours	60%
2 <sup>nd</sup> 875 hours	65%
3 <sup>rd</sup> 875 hours	70%
4 <sup>th</sup> 875 hours	75%
5 <sup>th</sup> 875 hours	80%
6 <sup>th</sup> 875 hours	85%
7 <sup>th</sup> 875 hours	90%
8 <sup>th</sup> 875 hours	95%

\*Of the journey man's rate



**AGC / CCIA BUILDING CONTRACTORS LABOR DIVISION**  
**OF CONNECTICUT, INC.**

Bismark Construction Co., Inc.  
100 Bridgeport Avenue  
Milford, CT 06460

Connecticut Concrete Construction, Inc.  
97 Willenbrock Rd.  
Oxford, CT 06478

Deluca Construction Company, The  
27 Crescent Street  
Stamford, CT 06906

B.W. Dexter II, Inc.  
562 Westcott Rd.  
Danielson, CT 06239

Epifano Builders, Inc.  
180 Wampus Lane  
Milford, CT 06460

Frank E. Downes Construction Co., Inc.  
200 Stanley Street  
New Britain, CT 06050

Joseph F. Kelly Co., Inc., The  
184 Front Avenue  
West Haven, CT 06516

Manafort Brothers, Inc.  
414 New Britain Ave.  
Plainville, CT 06062

McDowell Building and Foundation, Inc.  
7 South Main Street, Suite 209A  
West Hartford, CT 06107

Mercede & Sons, Inc., Frank  
700 Canal Street  
Stamford, CT 06902

New England Plasterers  
75 Charles Street  
East Hartford, CT 06108

Nickerson, C. H., & Company, Inc.  
49 Hayden Hill Road  
Torrington, CT 06790

Tomlinson-Hawley-Patterson, Inc.  
2225 Reservoir Avenue  
Trumbull, CT 06611

Union Flooring Installations, LLC  
117 Benedict St.  
Waterbury, CT 06706

**MASON CONTRACTORS ASSOCIATION**  
**OF CONNECTICUT**

Armani Restoration Co., Inc.  
191 Franklin Ave.  
Hartford, CT 06106

Frank Capasso & Sons, Inc.  
1003 Middletown Ave.  
Northford, CT 06472

B.W. Dexter II, Inc.  
562 Westcott Rd.  
Danielson, CT 06239

John Filloramo Construction Co., Inc.  
82 Glendale Road  
South Windsor, CT 06074

Brayman Hollow Masonry, Inc.  
455 Brayman Hollow Road  
Pomfret Ctr., CT 06259

Lombardo Brothers Masonry, LLC  
121 Elliot Street, East  
Hartford, CT 06114

Capasso Restoration, Inc.  
39 Sugar Hill Road  
North Haven, CT 06473

United Mason Contractors, LLC  
75 Elliott Street, East  
Hartford, CT 06114

Civitillo Masonry, Inc.  
53 Shepard Drive  
Newington, CT 06111

## BRICKLAYERS AND ALLIED CRAFTWORKERS

### BUILDING INDEX

<u>Subjects</u>	<u>Pages</u>
Acid Brick .....	7
Affirmative Action Programs.....	2
AGC/CCIA Building Contractors Labor Division of Connecticut, Inc.....	1, 27, 30, 38, A1, A2, A3-A4, A5-A6
Agreement of the Parties.....	1
Alcohol Testing.....	9
Alteration Work in Occupied Areas.....	7
Annuity Plan (International Union Retirement Savings Plan).....	3, 25-26, 33-35
Apprentice, Ratio .....	22, 37
Apprentice Wage Rates.....	22, 37
Apprentices .....	22, 26, 37
Arbitration.....	1, 2, 11, 19, 23-25
Arbitrator, appointment of.....	24, 25
Arbitration Committee.....	23-24
Artificial Masonry.....	14, 15
Association Liability .....	25
Association Program.....	34, 35
Attorney's Fees .....	27
Authority for Establishment of Pay Rates .....	3
Authorization for Check-off Dues .....	29-30
Autoclaved Aerated Concrete Installation (AAC).....	15, A3
 Bargaining Unit.....	 1
Brick Masonry .....	12
Building and Construction Advancement Program (BCAP) .....	30-31
Bureau of Apprenticeship .....	22
 Carryover Provision .....	 7
Cement Finishing Work Rules.....	21
Cement Masonry.....	15-17
Cement Masons.....	3, 15, 17, 20, 21, 26, 33, 34, 37
Clothing.....	7, 9
Coffee Break .....	4, 7
Competency of Employees .....	10, 21
Competent Men.....	21
Connecticut State Apprentice Council.....	22
Construction Manager.....	10
Contributions to Funds.....	3, 7, 22, 25-29, 33-35, A3
Costs of Collection and Attorneys' Fees .....	27, 28, 30
Cutting Dry .....	8

## **BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, (continued)**

<b><u>Subjects</u></b>	<b><u>Pages</u></b>
Defenses to Course of Action .....	28, 29
Delinquent Payment.....	26, 27, 28, 30
Department of Labor, U.S.....	22
Department of Labor Form WD10.....	7
Direct Deposit .....	5
Disability .....	2
Discharge .....	6, 8, 10, 11, 31
Discharge for Intoxication .....	6
Discrimination, No.....	1, 2
Dispute Settlement.....	1, 23, 24
Double Time .....	3, 4
Drinking Water Containers .....	11, 20
Drug Testing .....	9
Dryvit Systems.....	17
Dues and Initiation Fees, Union.....	2
Dues Check-off .....	11, 29, 30
Dues Deduction.....	11, 29, 30, 33-35
Dust, Excessive .....	7-9
Dust Masks.....	8
 Employee Competence .....	10, 21
Employer, Delinquent .....	26-28, 30
Employer, defined.....	1
Employer Liability .....	26-30
Employer's Property.....	9
Equal Employment Opportunity .....	1-2
 Failure to Contribute to Funds .....	22, 23, 26, 28, 29
Favored Nations Clause .....	1
Field Representative.....	6, 10, 11, 21-24
Foreman .....	3, 4, 10, 11
Forty Pound Units .....	8
Forty-five pound limit.....	17
Fringe Benefit Bond Requirement .....	27-28
Fringe Benefit Funds.....	3, 22, 25-29, 31, 33-35
Furnish Information to Union .....	7, 27, 31
 Gang Box .....	21
Geographical Jurisdiction .....	1, 29
Government Restricted Work .....	4
Grievance and Arbitration Procedure .....	1, 23-25
Grievance Committee .....	23-25

**BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, (continued)**

<b><u>Subjects</u></b>	<b><u>Pages</u></b>
Grievances.....	23-25
Grinders.....	8, 9, 17
Health and Safety Standards .....	8-9
Health Funds .....	3, 25, 26, 33-35
Health Risks .....	8
Hiring .....	1, 2, 10, 17
Holidays .....	5
Hours of Work and Working Conditions.....	3-10, 26
Inclement Weather .....	4, 5, 6, 7, 8
Increases in Benefit Funds .....	33-35
Independent Agreement .....	30, 31
Initiation Fees, Union.....	2
Injury .....	6, 8, 11
Insurance (Workers' Compensation and Unemployment Compensation) ....	6, 23
International Constitution and Rules of Order .....	11-12
IUBAC, Local One, Connecticut Health Fund .....	1, 3, 25, 33-35, A1
International Masonry Institute.....	2, 22, 25, 33-35
International Masonry Institute Apprenticeship Trust (IMI-AT) .....	2-3, 22, 25, 31, 33-35, A5
International Masonry Institute Marketing Program .....	30, 31, A5-A6
International Pension Fund .....	3, 25, 33-35
International Union Retirement Savings Plan (Annuity Plan).....	3, 25-26, 33-35
IRS Approval of Funds .....	26, 27
Job Targeting .....	A5-A6
Joint Arbitration Committee .....	23-25
Journeyman's Rate .....	10, 33-35, A3
Jurisdiction (See Trade Jurisdiction).....	11, 12, 18, 20, 28, 29, 36
Jurisdictional Claims.....	11-19, A3
Jurisdiction, Territorial .....	1-2, 36
Labor Management Cooperative Trust Program .....	A5-A6
Layoffs, Discharge .....	2, 6, 8, 10, 11, 31
Letter Agreement .....	A1
Letter of Understanding .....	A2
Liability .....	26-30
Liability for Loss by Fire/Theft .....	11
Local One, Connecticut, of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO .....	1, A1, A2, A3-A4, A5-A6
Lockers.....	6, 21

## **BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, (continued)**

<b><u>Subjects</u></b>	<b><u>Pages</u></b>
Lockouts.....	18
Loss of Tools.....	11
Lost Time Pay .....	5, 6, 11, 21, 23
Lunch Period .....	3, 7
Machine Safety Devices.....	8
Management Prerogatives.....	31
Manning Requirements.....	2, 22
Market Recovery.....	A5
Mason Contractors Association of Connecticut .....	1, 27, 31, 39, A1, A2, A3-A4, A5-A6
Masonry Saw .....	8
Membership in Union .....	2, 29, 31
Mobility.....	A1
Modifications of Agreement.....	3
Notice to Increase Fund Contributions .....	3
Object.....	1
Occupational Safety and Health Act (OSHA) .....	2, 8
Overhead Protection.....	8
Overtime .....	3, 4, 5, 6, 7, 26
Owner Restrictions.....	4
Parking .....	7-8
Parties to Agreement.....	1
Pay Day.....	5-6
Payroll Deductions.....	5
Payment of Wages .....	3-8, 33-35
Payroll Record Audit .....	27
Pension Funds .....	3,25-26,33-35
Personal Protection .....	8
Plastering.....	17, 20
Plastering Work Rules .....	20
Pointing, Caulking, & Cleaning.....	3, 12, 13, 14, 15, 16, 17, 18, 33-35
Political Action Check-Off .....	29, 30
Pre-Job Notification .....	4, 7
Preference in Employment.....	7, 11
Premium Pay .....	3, 7, 10, 26, 33-35
President and Field Representatives .....	10
Purpose of Agreement.....	1
Pyramiding of Overtime, No.....	4

## **BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, (continued)**

<b><u>Subjects</u></b>	<b><u>Pages</u></b>
Quit, Willful .....	6
Quitting Time .....	5, 6, 7, 20, 21
Refractory Work .....	18
Reporting Pay .....	5
Residents of Connecticut .....	2-3, A1
Safety .....	8-9, 19, 21
Saturday Make-Up Day .....	4-5
Saws, Operation .....	8
Scaffolds/Safety .....	8, 9, 11, 19, 20, 21
Scope of Agreement .....	1
Severability .....	31
Shed .....	6, 11
Shift Provision .....	7
Special Agreement for Targeted Projects .....	A5
Special Tools and Lines .....	20
Stand In Line .....	5, 19-21
Starting Time .....	4, 6
Starting Work .....	11
State and Federal Laws .....	23
Steward .....	4, 10, 11, 24, A1
Stonemasonry .....	13-14
Strikes (see work stoppages) .....	18, 23
Subcontractors .....	1, 21
Sunday .....	4, 5
Targeted Projects .....	A5-A6
Term of Agreement .....	32
Termination of Employment .....	2
Territorial Jurisdiction .....	1, 12, 36
Toilet Facilities .....	11
Tools. Tool Box .....	5, 6, 8, 10, 11, 13, 14, 15, 17, 18, 20, 21
Tool House .....	11
Tools, Loss of .....	11
Tower scaffolding .....	9
Trade Jurisdiction (see Jurisdiction) .....	11, 12, 18, 20, 28, 29, 36
Transfer of Employee .....	4, 6, 11
Umpire, Impartial .....	25
Unemployment Compensation Slip .....	6
Union Dues .....	29

## **BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, (continued)**

<b><u>Subjects</u></b>	<b><u>Pages</u></b>
Union Membership .....	2-3
Union Security and Employment.....	2-3, 26
Unit or Lump Work .....	21
Use and Return of Tools/Replacement Cost.....	9, 11
Wage Rates and Classifications .....	1, 3-8, 10, 33-35, 37, A2, A3
Wages.....	3-8, 23, 33-35
Wages, Hours, Working Conditions and Holidays.....	3-8, 33-35
Waiting Time .....	6
Wall Height Limits .....	8, 9, 13, 15, 17, 20, 21
Wash Up Time .....	7
Work Day.....	3, 5, 6, 7, 20, 23
Work Rules .....	19-21
Work Stoppages .....	18, 23
Work Week .....	3
Zones A and B .....	1, 3, 25, 26, 33-35, 36



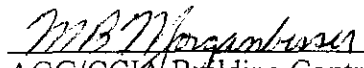
### Letter Agreement

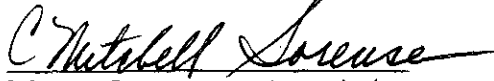
THIS LETTER AGREEMENT is made and entered into on this 30<sup>th</sup> day of August, 2006 by and among the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and the MASON CONTRACTORS ASSOCIATION OF CONNECTICUT, their successors or assigns, hereinafter referred to as the "Association", acting for and in behalf of those firms it is authorized and agrees to represent, each hereinafter referred to as the "Employer", and the LOCAL 1, CONNECTICUT, OF THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO, hereinafter referred to as the "Union".

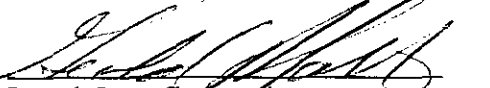
1. Mobility: At the option of the Employer, the following procedure may be followed instead of the procedure set forth in Article IV, Section 2 of the Agreement.

The first man on the job may be furnished by the Employer. Thereafter, the Employer may place any of his present employees who are residents of the State of Connecticut.

2. Stewards: Article IX, Stewards, Section 1 provides that a steward may be appointed from among the existing employees on a particular job.

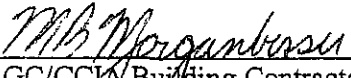
  
AGC/CCIA Building Contractors  
Labor Division of Connecticut, Inc.


  
Mason Contractors Association  
of Connecticut, Inc.

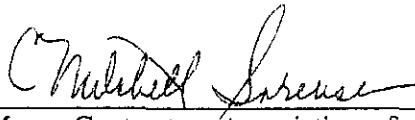
  
Local One, Connecticut  
International Union of Bricklayers &  
Allied Craftworkers, AFL-CIO

Letter of Understanding  
March 31, 2002  
Bricklayer Mason Building Agreement 4/1/02-3/31/2006

The parties to the April 1, 2002 through March 31, 2006 Bricklayers Mason Building Agreement agree to the creation of a new classification "Mason Helper" for non-prevailing rate work. The classification shall be paid 20% less than a journeyman and the duties shall include, washing, sawing, damproofing, etc.

  
\_\_\_\_\_  
AGC/CCIA Building Contractors Labor  
Division of Connecticut, Inc.

  
\_\_\_\_\_  
Local 1, Connecticut, International Union  
Bricklayers and Allied Craftworkers

  
\_\_\_\_\_  
Mason Contractors Association of  
Connecticut, Inc.

## AAC INSTALLER MEMORANDUM OF AGREEMENT

This Agreement made and entered into this 30th day of August, 2006 by and among the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and the MASON CONTRACTORS ASSOCIATION OF CONNECTICUT, their successors and assigns, hereinafter referred to as the "Association", acting for and in behalf of those firms it is authorized and agrees to represent, each hereafter referred to as the "Employer", and LOCAL ONE, CONNECTICUT, THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO, acting for and on behalf of all Chapters listed on Schedule B hereto, hereinafter referred to as the "Union".

### WITNESSETH

WHEREAS the parties have added autoclaved aerated concrete installation as a new jurisdictional claim for the Union in Connecticut in the 2006 – 2012 agreement and;


WHEREAS the parties intend to establish a new job classification for Autoclaved Aerated Concrete Installers and Helpers separate and distinct from the current job classifications provided for in the 2006 – 2012 agreement and;

WHEREAS the parties intend to establish a new wage rate and other fringe contributions for this classification in the future;


NOW THEREFORE the parties agree as follows:

1. By October 2, 2006 the autoclaved aerated concrete installer and helper in Connecticut shall have reduced wage rate(s) and fringe contribution rate(s) separate and distinct from journeyman Bricklayer or Cement Mason rates.
2. The autoclaved aerated concrete installer and helper wage rate(s) and Employer fringe contribution rate(s) in Connecticut shall be established by the Parties through negotiations which shall be completed by October 1, 2006.
3. In the event the parties cannot reach agreement on the wage and Employer fringe contribution rate(s) for this autoclaved aerated concrete classification in the time required, the wage and fringe contribution rate(s) shall be the Bricklayer journeyman rate under the Connecticut Residential collective bargaining agreement established by the Union.

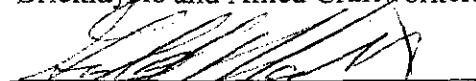
AGC/CCIA Building Contractors Labor  
Relations Division of Connecticut, Inc.

  
Marvin B. Morganbesser

Mason Contractors Association of CT, Inc.

  
C. Mitchell Sorensen

Local 1, Connecticut, International Union  
Bricklayers and Allied Craftworkers

  
Gerald Marotti

## LMCT MEMORANDUM OF AGREEMENT

This Agreement made and entered into this 30th day of August, 2006 by and among the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and the MASON CONTRACTORS ASSOCIATION OF CONNECTICUT, their successors and assigns, hereinafter referred to as the "Association", acting for and in behalf of those firms it is authorized and agrees to represent, each hereinafter referred to as the "Employer", and LOCAL ONE, CONNECTICUT, THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO, acting for and on behalf of all Chapters listed on Schedule B hereto, hereinafter referred to as the "Union".

### WITNESSETH


Memorandum of Agreement on Targeted Projects - A Labor Management Cooperative Trust Program shall be established which would combine an employer contributed labor management fund principally devoted to establishing and maintaining a market recovery fund (to be also known as a job targeting fund) be a jointly administered and jointly trustee labor-management fund to be funded with certain assets of the former job targeting fund from the Union and from Employer contributions and shall include the following provisions:

- a. A qualified Labor Management Cooperative Program shall be established and such program shall be administered by an equal number of trustees from the Union and from represented Employers appointed by the MCA and AGC/CCIA.
- b. The purpose of such fund shall be to enhance, advance and promote the Union construction industry through joint labor and management agreement and efforts which shall include the following: (1) to independently enhance, supplement, improve or augment the purposes and goals of the IMI-AT apprenticeship and training upgrade programs; and (2) to enable Union Employers to be more competitive with non-Union Employers by granting relief to Union Employers from the terms and conditions of the collective bargaining agreement and/or by decreasing costs of Union Employers to capture or recapture jobs or markets lost or in danger of being lost to non-union competition; and to otherwise enhance the Union Employers to compete.
- c. Job targeting decisions shall be made by the Trustees or a committee of the Trustees and funds concerning the relief granted to Union Employers to compete with non-union Employers including but not limited to funds allocated as a credit towards Union benefit contributions by an Employer.
- d. The Program shall be initially funded by certain assets of the job targeting program established in the Memorandum of Agreement on Special Agreement for Targeted Projects contained in the 2002 – 2006 Collective Bargaining Agreement between the


Parties. Employers shall make contributions of \$0.25 per hour of work beginning October 2, 2006. Until the fund has received the necessary qualification in order for contributing Employers to receive tax deductible contributions, the contributions shall be held in escrow by an entity acceptable to the parties in a separate, secure, interest bearing account. If such a Labor Management Cooperative Trust Fund cannot be established under the provisions of this Memorandum of Agreement, all Employer contributions, with interest earned, shall be returned to the Employers making such contributions.

- e. The Program trustees shall develop, publish and provide to all signatory employers to this Agreement a statement of the purposes, policies and rules governing the job targeting funds and to include the procedures for signatory employers to apply for and notification of approval of such job targeting funds, Employer eligibility for such funds and the criteria and process for approval for such job targeting funds. Appropriate signatory employers will be notified prior to the bid submission date when a job has been targeted and the relief or the amount of the job targeting funds for that job that are available. Quarterly, the Program shall provide to the MCA, the AGC/CCIA and the Union an accounting of the job targeting funds for the previous quarter to include the allocation of any job targeting funds expended, the identification of the project(s) for which such funds were expended and the employer(s) receiving such funds as well as the amount of all job targeting funds available prospectively.


AGC/CCIA Building Contractors Labor  
Relations Division of Connecticut, Inc.

  
Marvin B. Morganbesser

Mason Contractors Association of CT, Inc.

  
C. Mitchell Sorensen

Local 1, Connecticut, International Union  
Bricklayers and Allied Craftworkers

  
Gerald Marotti

## AMENDMENT TO AGREEMENT

This Amendment to Agreement made and entered into this 25<sup>th</sup> day of October, 2006 by and among the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and the MASON CONTRACTORS ASSOCIATION OF CONNECTICUT, their successors and assigns acting for and in behalf of those firms it is authorized and agrees to represent, and LOCAL ONE, CONNECTICUT, THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO (collectively referred to as the "parties").

### WITNESSETH

WHEREAS, the parties negotiated and executed a successor collective bargaining agreement effective from August 30, 2006 to March 31, 2012; and

WHEREAS, the parties wish to amend such collective bargaining agreement;

NOW THEREFORE,


Subsequent to the execution by the parties of the successor collective bargaining agreement in effect from August 30, 2006 to March 31, 2012, the parties agreed to a change to such agreement which shall now be considered an amendment to such successor collective bargaining agreement as follows:

Article X, Jurisdictional Claims Section 1 A Brick Masonry (p. 12) first paragraph second sentence shall be deleted in its entirety and replaced with the following:

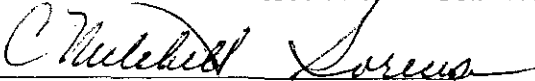
"All setting of door frames attached to masonry, cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block-arching, terra-cotta cutting and setting, the laying and cutting of all tile, plaster, mineral wool, cork blocks, and glass masonry, or any substitute for above material, the laying of all pipe sewers or water mains, and filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing, and grinding of all kinds of brick and setting of all cut stone trimmings on brick buildings, is bricklayers work."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on this 25<sup>th</sup> day of October, 2006.


AGC/CCIA Building Contractors Labor  
Relations Division of Connecticut, Inc.

  
Marvin B. Morganbesser

Mason Contractors Association of Connecticut, Inc.

  
C. Mitchell Sorensen

Local 1, Connecticut, International Union  
Bricklayers and Allied Craftworkers

  
Gerald Marotti



